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BOARD OF SUPERVISORS

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February 27, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SEXUALLY TRANSMITTED DISEASE (STD) PROGRAM:
SYPHILIS AND OTHER STD CONTROL EFFORTS
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve and instruct the Director of Public Health, or his designee, to sign and execute an agreement (Exhibit I) with Fraser Communications (FC) for a Sexually Transmitted Disease Program Social Marketing Plan to assist the Department of Public Health (DPH or Department) in the control of syphilis, gonorrhea, and chlamydia in Los Angeles County, effective date of board approval through June 30, 2007, at a net County cost of \$718,108.
- 2) Delegate authority to the Director of DPH to extend the term of the agreement for a period of 12 months through June 30, 2008, for a maximum obligation of \$718,108, contingent upon the appropriation of County funds, with a provision for a subsequent 12-month extension through June 30, 2009, at no additional net County cost subject to review and approval by County Counsel and the Chief Administrative Office (CAO).

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of the recommended action will allow DPH to implement a social marketing campaign directed at the prevention and intervention of syphilis and other sexually transmitted diseases, and encouraging safer sex practices among all sectors of the population, particularly communities of color and Men Having Sex With Men (MSM). This

comprehensive strategy takes into account the increase in reported cases among women in the Latino and African-American communities and provides a specific focus on culturally, linguistically, and gender appropriate materials primarily, but not exclusively, in SPAs 4 and 6.

FISCAL IMPACT/FINANCING:

The Agreement with FC has a maximum obligation of \$718,108, effective upon date of board approval through June 30, 2007. The Department has also requested delegated authority, should funding be appropriated, to extend for another twelve (12) months through June 30, 2008 with an additional maximum obligation of \$718,108. The proposed agreement with FC also allows for a subsequent 12-month no-cost extension, effective July 1, 2008 through June 30, 2009 to allow for the completion of all goals and objectives.

On September 20, 2006, the Director of Public Health provided the Board with a final report with a comprehensive strategy, media campaign, two year project budget of \$3.2 million, and timeline for this Board-mandated project. On September 26, 2006, as part of the supplemental budget, the Board approved funding of \$700,000 provided by Supervisor Yaroslavsky's discretionary funds for Fiscal Year (FY) 2006-07. Combined with \$500,000 in one-time savings identified in FY 2006-07 by the Department, enough funding is available to implement this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The high burden of STDS in LA County—including syphilis, gonorrhea, chlamydia and HIV—calls for comprehensive, innovative approaches for preventing sexually transmitted diseases (STDs) in affected communities. These approaches may differ significantly for different diseases and populations. Specifically, the very high rates of chlamydia and gonorrhea among African American and Latino women, men, and youth in SPAs 4 and 6 and some other areas suggest that STD prevention strategies for these populations go beyond a syphilis-only approach. For Men Having Sex with Men (MSM), syphilis-specific prevention may still be important, but must be properly integrated into gonorrhea, chlamydia, and HIV-related efforts.

On June 13, 2006 the Board directed the Director of Public Health to develop a comprehensive strategy and media campaign directed at prevention and intervention of syphilis and other STDs that encourages safer sex practices amongst all sectors of the population, particularly communities of color. The Board further instructed the Director to report to the Board in 30 days on this comprehensive strategy and media campaign, including an estimated budget and timeline, that takes into account the increase in reported cases among women in the Latino and African American communities and

provides a specific focus on culturally, linguistically, and gender appropriate materials. In late June the Director provided the Board with a draft report for consideration in the budget deliberations. During the months of July and August 2006 the plan was refined in consultation with the Board offices.

On September 20, 2006, the Director of Public Health submitted a comprehensive strategy to the Board of Supervisors aimed at preventing the spread of sexually transmitted diseases (STDs) for populations at risk. This strategy included a health communication plan with attention to the development of culturally, linguistically, and gender appropriate message concepts to reach Latino and African-American communities affected by STDs.

The Agreement with FC implements the STD Social Marketing Media Campaign portion of the Board-mandated STD Project.

County Counsel has reviewed Exhibit I as to use and form.

CONTRACTING PROCESS:

A formal solicitation process was not done by the Department. Rather, an in-depth screening process was conducted by use of Departmental referrals and ISD vendors. Based on the referrals and reviews from several Departmental programs currently utilizing media vendors, 14 prospective vendors were researched for application to this project. First, the 14 prospective vendors were screened, focusing on past clients and work portfolios, range of services provided, overall company philosophy, and any other indicators of company capacity (including the design of the website itself). Following this initial research, the Department scheduled meetings with five agencies: KCBS, Orange, EMG, Fraser and CSA. The remaining vendors were not chosen for meetings due to the following reasons: not available for new business, the vendor decided that its agency was not a good fit for the project, lack of response to meeting inquiries and/or the overall company orientation was not a good fit for this project.

The Department met with the five agencies from September 19-26, 2006. The meetings lasted approximately two hours each. After considering agency strengths and weaknesses, it was determined that FC (an ISD vendor) was the most qualified to implement the three Board-mandated media campaigns (MSM, Latino Women and African-American Women). FC will provide the most solid analytical capabilities, helping to ensure the campaigns are well grounded in theory and research, and rigorously evaluated. FC has an impressive social marketing background and further has experience with all three of the target populations.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this Agreement will allow the DPH to initiate the comprehensive strategy and media campaign directed at the prevention and intervention of syphilis and other STDs and encouraging the use of safer sex practices among all residents of Los Angeles County as mandated by the Board of Supervisors.

When approved, the Department of Public Health requires three signed copies of the Board's action.

Respectfully submitted,

Jonathan Fielding, M.D., M.P.H.
Director and Health Officer

JF:po

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLET00056PO

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Services will include the development and implementation of a Sexually Transmitted Disease (STD) Social Marketing Plan.

2. AGENCY/CONTACT PERSON:

Fraser/White Inc.
DBA: Fraser Communications
2811 Wilshire Boulevard, Suite 600
Santa Monica, California 90403
Attention: Tara L. Federico, Account Director
Telephone: (310) 566-3613 Facsimile: (310) 319-1537
E-mail: tfederico@frasercommunication.com

3. TERM:

Effective date of Board approval through June 30, 2007. The Department has also requested delegated authority, should funding be appropriated, to extend the Agreement for another twelve (12) months through June 30, 2008 with an additional maximum obligation of \$718,108. The Agreement with FC also allows for an additional 12 month "no cost" extension through June 30, 2009 to allow for completion of all the goals and objectives.

4. FINANCIAL INFORMATION:

The maximum County obligation for the period, effective upon date of Board approval through June 30, 2007 is \$718,108, 100% funded by net County cost. The maximum obligation for the period July 1, 2007 through June 30, 2008, is \$718,108, contingent upon the appropriation of County funds. The third year extension through June 30, 2009 is a "no cost" extension.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

Peter R. Kerndt, M.D., M.P.H., Director, Sexually Transmitted Disease Program.

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief Deputy
Contracts and Grants Division:	Gary T. Izumi, Acting Division Chief
County Counsel (approval as to form):	Andrea Ross, Deputy County Counsel

Contract No. _____

SEXUALLY TRANSMITTED DISEASE
SYPHILIS AND OTHER STDs SOCIAL MARKETING CAMPAIGN
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2007,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and FRASER/WHITE, INC., dba FRASER
COMMUNICATIONS (hereafter
"Contractor").

WHEREAS, Section 101025 of the California Health and Safety
Code places upon the County=s Board of Supervisors the duty to
preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety
Code requires the Board to appoint a County Health Officer; and

WHEREAS, Section 120175 of the California Health and Safety
Code requires the County Health Officer to take such measures as
may be necessary to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the
jurisdiction of County; and

WHEREAS, Contractor has had an unusual degree of success not

shared by public health clinics in inducing certain groups of people within Los Angeles County who are likely to have such diseases to submit themselves to proper medical treatment and care; and has, therefore, been of material assistance in the performance of County=s public health duties; and

WHEREAS, for the purpose of aide and incentive for Contractor to provide the services and objectives as outlined in Exhibits A, and B attached hereto and incorporated herein by reference, the parties desire to enter into this Agreement; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County=s Department of Public Health (hereafter "DPH") believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to

County=s Director of Department of Public Health or his/her authorized designee(s); and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on date of Board approval, and shall remain in full force and effect through to, and including, June 30, 2007. This Agreement shall be thereafter automatically renewed for one additional twelve (12) month period, effective July 1, 2007 through June 30, 2008, subject to the availability of County funding, and one additional twelve (12) month "NO COST" renewal period, effective July 1, 2008 through June 30, 2009. If such County funding is not forthcoming, this Agreement shall terminate June 30, 2007.

If for any reason County funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon the Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs 31, 32, 33, 34, and 46 of the Additional Provisions hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by

County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice

of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A and B, Scopes of Work, attached hereto and incorporated herein by reference during the term of this Agreement. Services shall be provided to persons who live within the County of Los Angeles who suffer from or are suspected of suffering from sexually transmitted diseases. County approved supplies provided pursuant to this Agreement shall be used solely for the detection and treatment of sexually transmitted diseases. The program under which these services shall be provided is the Sexually Transmitted Disease Control Program (hereafter "Program@").

3. MAXIMUM OBLIGATION OF COUNTY: During the period effective date of Board approval through June 30, 2007, the maximum obligation of County for all services provided hereunder as described in Exhibit A, hereunder, is Seven Hundred Eight Thousand One Hundred Eighteen Dollars (\$718,108). This sum represents the total maximum obligation of County as shown in Schedule I, attached hereto and incorporated herein by reference.

During the period effective July 1, 2007 through June 30, 2008, subject to the availability of County funding, the maximum obligation of County for all services provided hereunder as described in Exhibit B, hereunder, is Seven Hundred Eight Thousand One Hundred Eighteen Dollars (\$718,108). This sum represents the total maximum obligation of County as shown in Schedule II, attached hereto and incorporated herein by reference.

During the period July 1, 2008 through June 30, 2009 Contractor will be given an additional twelve (12) month "NO COST" extension, to allow for the completion of all goals and objectives.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Acting Chief Deputy, Public Health. If monies are reduced by Federal, State, or County funding sources,

County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum

obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds twenty percent (20%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time

limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this

Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be

approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules I , II and Paragraph 15, Billing and Payment and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, all attached hereto.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibit A, Exhibit B,

Schedules 1, 2

8. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor=s acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor=s own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor East, Los Angeles, California 90007, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County=s approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may

purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the

terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers= Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers= Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission,

negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

12. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 2811 Wilshire Blvd., Suite 600, Santa Monica, California 90403. Contractor's primary business telephone number is (310) 319-9101 and facsimile/FAX number is (310) 319-1537. Contractor shall notify in writing County, of any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

13. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the

existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (>HIPAA=).

Contractor understands and agrees that, as a provider of medical treatment services, it is a >covered entity= under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients= medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor=s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor=s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.@

14. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during

the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State, County and federal Government purposes and to have or permit other to do so. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming

liable to pay compensation to others solely because of such grant.

15. BILLING AND PAYMENT: County shall reimburse Contractor monthly, in arrears, with affidavits and tear sheets, for actual pre-approved reimbursable costs incurred upon submission by Contractor of an invoice in duplicate on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with the Schedule(s) attached hereto and incorporated herein by reference. Each invoice shall be approved and signed by the Contractor's duly authorized designee. Original invoices, and claims shall be submitted directly to Sexually Transmitted Disease Program office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, no later than five (5) calendar days after the end of each calendar month.

County may authorize prepayment of up to 25% for production work based on vendor estimate, and when vendors dictate that prepayment is mandatory. Production work is defined as development of media for broadcast or print and development and printing of collateral for use in public relation activities. The requests for prepayment must be submitted with documentation as deemed appropriate by the County. Such requests shall be

considered on a case-by-case basis.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph in this Agreement.

16. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

17. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

18. PHYSICAL EXAMINATION: Contractor shall have on file evidence of a recent examination by a licensed medical provider of each of its employees who are to perform work hereunder

involving patient contact which indicates that the employee does not suffer from contagious diseases, has immunity against common communicable diseases (specifically Rubella), and that the employee is physically fit to perform services under this Agreement.

19. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C , "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

20. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibits A, and B, and Schedules I and II attached hereto shall constitute the complete and exclusive statement of understanding between the parties

which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, Exhibit B

2. Schedules I, II.

21. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Public Health
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012
Attention: Chief Deputy

2. Department of Public Health
Sexually Transmitted Disease Program
2615 South Grand Avenue, Rm. 500
Los Angeles, California 90007
Attention: Director

3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012
Attention: Acting Division Chief

To Contractor: Fraser/White Inc.
dba Fraser Communications
2811 Wilshire Blvd., Suite 600
Santa Monica, California 90403
Attention: President and CEO

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

FRASER/WHITE, INC. DBA FRASER
COMMUNICATIONS

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
DEPARTMENT OF PUBLIC HEALTH

By _____
Gary T. Izumi, Acting Chief
Contracts and Grants

AGREE00056
PO: 1/26/07

EXHIBIT A

Los Angeles County Department of Public Health (LAC DPH) Sexually Transmitted Disease Program (STDP) and Fraser Communications (FC)

Project Title: Health Communication Plan to Control Syphilis and Other Sexually Transmitted Diseases

Scope of Work
Effective Date of Board Approval – June 30, 2007

Goal: _____ In response to increased incidence of syphilis and other STDs in Los Angeles County, the Board of Supervisors has approved a two-year comprehensive strategy, including a Health Communication Plan focusing on men who have sex with men (MSM) and Women of Color (WOC) focusing on Latina and African American women, with Spanish components for both campaigns as indicated. The use of a single media vendor to coordinate multiple social marketing campaigns in two languages with substantially different populations and different areas of primary geographic focus will enable the most efficient use of resources, and the most consistent implementation and evaluation of the campaigns. A single vendor will maximize efficiency in three main ways, by 1) unifying and streamlining contract administration, including management, oversight, billing, and communications, 2) enabling maximum flexibility to assign resources where they are most needed, and 3) achieving economies of scale in formative research, materials development, media purchases, publicity efforts, and evaluation. A single vendor will maximize coordination and consistency of campaign implementation and evaluation because all campaign activities will be conducted by the same staff team, with full knowledge of all other campaign activities, and the ability to replicate and transfer ideas as needed.

Program Objectives: _____ The social marketing campaigns targeting MSM and WOC will seek to reduce the burden of syphilis and other STDs on these populations through increased testing, awareness, and prevention behavior.

A. PROGRAM DEVELOPMENT AND IMPLEMENTATION

A1. FC will develop program implementation timeline, protocols and procedures.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC shall conduct strategy meetings with STDP	March 2007 and ongoing through June 2007 at the initiation of FC or STDP	Meeting notes and attendance lists, retained by FC with copies to STDP
b) FC shall develop detailed timeline for vendor activities, including: <ul style="list-style-type: none"> - research activities - media activities - community input activities - outreach activities - publicity and free media activities - outcome evaluation activities - other key project decision or action points, as needed 	March 2007	Copy of plan and of timeline in Gantt format, retained by FC with copy to STDP

A2. FC will conduct preliminary formative research

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will meet with STDP to plan Community Advisory Group (CAG) meetings and activities, including needed assistance and reviews, exercises, Key Informant interviews with CAG members, and other related activities, for: <ul style="list-style-type: none"> - Women of Color (WOC) CAG - Men Who Have Sex with Men (MSM) CAG - Youth CAG (if applicable) 	March 2007 and ongoing through June 2007	Notes of meetings, retained by FC with copies to STDP
b) FC participation in meetings of Community Advisory Group (CAG) workgroups for WOC and MSM	March 2007 and monthly or at intervals through June 2007 determined by the CAG workgroups	Meeting notes and attendance lists, retained by FC with copies to STDP

c) FC will mine existing secondary research for WOC and MSM	March 2007 and ongoing through June 2007	Written communications by FC to STDP to identify ongoing data needs and planning to acquire missing data
d) FC will develop and receive approval for Research Recommendation (Plan for Formative research to develop social marketing campaigns)	March 2007	Copy of Approved Recommendation, retained by FC with copy to STDP
African-American and Latina Focus Groups (10) and Other Qualitative Research e) FC will conduct initial qualitative formative research for WOC, as applicable: - FC will develop recruiting screeners and question guides for focus groups and interviews - FC will develop survey instruments and training materials - FC will implement research activities, including one or more of the following: ➤ Focus groups ➤ Key Informant interviews ➤ Other 1 on 1 interviews ➤ Triads ➤ Other activities TBD	Completed by 4/30/07 April 2007	- Copies of approved recruiting screeners, discussion guides, survey instruments, and training materials, retained by FC with copies to STDP - Video and audio recordings of any focus groups, retained by FC and STDP - Audio recordings or notes of interviews, retained by FC and STDP
f) FC will review other past and present campaigns on similar topics and as relevant populations in the U.S. by FC	April 2007	Summary report to STDP describing campaigns, including populations, dates of operation, duration, budget, media, messages, other relevant attributes, and evaluation methods and measured outcomes

<p>MSM Focus Groups (6) and Other Qualitative Research</p> <p>g) FC will conduct initial qualitative formative research for MSM:</p> <ul style="list-style-type: none"> - FC will develop question guides for focus groups and interviews - FC will develop survey instruments and training materials - FC will implement research activities, including one or more of the following: <ul style="list-style-type: none"> ➤ Focus groups ➤ Key Informant interviews ➤ Other 1 on 1 interviews ➤ Triads ➤ Other activities TBD 	<p>Completed by 4/30/07</p> <p>April 2007</p>	<ul style="list-style-type: none"> - Copies of approved discussion guides, survey instruments, retained by FC with copies to STDP - Video and audio recordings of any focus groups, retained by FC and STDP - Audio recordings or notes of interviews, retained by FC and STDP
<p>h) FC will provide research results, analysis, and recommendations from formative research for WOC</p>	<p>April 2007</p>	<ul style="list-style-type: none"> - Database or other electronic files storing raw data, retained by FC and STDP - Hard copies of non-electronic data, e.g., interview notes, retained by FC and STDP - Summaries of key analysis and findings, retained by FC and STDP
<p>i) FC will provide research results, analysis, and recommendations from formative research for MSM</p>	<p>April 2007</p>	<ul style="list-style-type: none"> - Database or other electronic files storing raw data, retained by FC and STDP - Hard copies of non-electronic data, e.g., interview notes, retained by FC and STDP - Summaries of key analysis and findings, retained by FC and STDP

A3. FC will develop and Implement Communications Strategy – Women of Color

Implementation Activities	Timeline	Evaluation/Documentation
African-American and Latina Campaign Design, Development, and Implementation a) FC will develop and present strategic social marketing plan for WOC, including: <ul style="list-style-type: none"> - objectives recommendations - creative concepts options and recommendations - media recommendations - campaign-linked outreach recommendations 	Completed by 5/31/07 May 2007	Copy of plan, retained by FC and STDP
African-American and Latina Campaign Design, Development, and Implementation b) With STDP and CAGs, FC will select campaign concepts and messages for qualitative testing	Completed by 5/31/07 May 2007	<ul style="list-style-type: none"> - Documentation of CAG review, through meeting notes, written or electronic communications - Documentation of STDP review through meeting notes or summaries - Documentation of selections in monthly monitoring report, provided by FC to STDP
African-American and Latina Campaign Design, Development, and Implementation c) FC will conduct qualitative testing of campaign concepts and messages	Completed by 5/31/07 May 2007	<ul style="list-style-type: none"> - Video and audio recordings of focus groups, retained by FC and STDP - Hard copies of non-electronic records, e.g., interview notes, retained by FC and STDP

<p>d) FC will develop and receive approval for final social marketing plan for WOC, including:</p> <ul style="list-style-type: none"> - objectives - creative concepts and messages - media plan - media production schedule - publicity plan - advertising tracking measures (e.g., hotline calls, website visits, clinic visits, etc.) <p>African-American and Latina Campaign Materials, Printing, Outreach, and Media Production</p> <ul style="list-style-type: none"> - campaign-linked outreach plan, including, as applicable, priority venue selection, special events calendar, and business or agency partnerships 	<p>May 2007</p> <p>Completed by 5/31/07</p>	<p>Copy of approved plan, retained by FC and STDP</p>
<p>e) FC will submit final social marketing plan and other campaign materials for review by CAG representatives</p>	<p>May 2007 and ongoing as needed through June 2007</p>	<p>Documentation of CAG review, through email communications, agendas, and meeting notes, retained by STDP</p>
<p>f) FC will submit all proposed campaign materials and/or activities to STDP contract monitor for review, prior to placement. Submit all Spanish versions separately.</p>	<p>May 2007 and ongoing through June 2007</p>	<p>Documentation of STDP approval, retained by FC and STDP</p>
<p>African-American and Latina Campaign Materials, Printing, Outreach, and Media Production</p> <p>g) FC will implement creative production, including advertising, collateral and guerilla marketing:</p> <ul style="list-style-type: none"> - Produce creative materials and elements - Purchase media and sign media contracts - Traffic creative to media vendors 	<p>Completed by 6/30/07</p> <p>May 2007 (launch) and then ongoing through June 2007</p>	<p>1) Documentation of all campaign elements, including:</p> <ul style="list-style-type: none"> - Date initiated and completed - Description of likely size and demographics of population reached - Full description of the placement or implementation of each element (e.g., for palm

		<p>cards, the number printed, the number distributed to each agency or location, and the number (or estimate) actually distributed to clients; for print ads, the number of ads per publication, the date and duration of each ad, etc</p> <ul style="list-style-type: none"> - Hard copies (or digital photographs of elements for which copies are impractical) of all physical campaign materials. e.g., posters, print ads, palm cards, billboards etc., including free media generated by campaign, and copies of all broadcast materials in an appropriate medium, e.g., radio ad audio tape, TV video. - Written description of all other activities, e.g., internet chat, celebrity events, etc., including number of members of target populations reached - For any website-related activities: statistical data on website usage, including hits, visits, and other relevant data - Written description of campaign-linked outreaches,
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		including number of members of target populations reached 2) Copies of all media contracts and <u>invoices</u> , retained by FC and STDP
African-American and Latina Campaign Materials, Printing, Outreach, and Media Production h) FC will implement campaign publicity	Completed by 6/30/07 May 2007 and ongoing through June 2007	- Documentation of publicity, including date and description of media coverage, and description of events, retained by FC and STDP - Copies of all print articles or editorials on the campaign, retained by FC and STDP
i) FC will create agreements with businesses, agencies, or other partners to support campaign elements, as needed.	Ongoing through June 2007	List of any agencies, businesses, etc. which have agreed to support campaign elements, with type of support, retained by FC and STDP Copies of letters or agreements from participating agencies or businesses, retained by FC and STDP
j) FC will monitor and report on campaign, tracking measures	May 2007 and then monthly through June 2007	Documentation of tracking measures, retained by FC and STDP
k) FC will develop, receive approval for, and implement creative modifications, as needed, based on tracking measures	Ongoing through June 2007	- Documentation of proposed and approved modifications, retained by FC and STDP - Documentation and copies

		of all revised media elements or plans, retained by FC and STDP
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A4. FC will develop and implement communications strategy – MSM

Implementation Activities	Timeline	Evaluation/Documentation
MSM Campaign Design, Development and Implementation (items a thru j)	Completed by 6/30/07	
a) FC will develop and present strategic social marketing plan for MSM, including: <ul style="list-style-type: none"> - objectives recommendations - creative concepts options and recommendations - media recommendations MSM Campaign Materials, Printing, Outreach, and Media Production	May 2007	Copy of plan, retained by FC and STDP
campaign-linked outreach recommendations	Completed by 5/31/07	
b) With STDP, FC will select campaign concepts and messages for qualitative testing	May 2007	Documentation of selections, retained by FC and STDP
c) FC will conduct qualitative testing of campaign concepts and messages	May 2007	<ul style="list-style-type: none"> - Video and audio recordings of focus groups, retained by FC and STDP - Hard copies of non-electronic records, e.g., interview notes, retained by FC and STDP
d) FC will develop and receive approval for final social marketing plan for MSM, including: <ul style="list-style-type: none"> - objectives - creative concepts and messages - media plan - media production schedule 	May 2007	Copy of approved plan, retained by FC and STDP

<ul style="list-style-type: none"> - publicity plan MSM Campaign Materials, Printing, Outreach, and Media Production <ul style="list-style-type: none"> - campaign-linked outreach plan, including, as applicable, priority venue selection, special events calendar, and business or agency partnerships - advertising tracking measures (e.g., hotline calls, website visits, clinic visits, etc.) 	Completed by 5/31/07	
e) FC will submit all proposed campaign materials and/or activities to STDP contract monitor for review, prior to placement. Submit all Spanish versions separately. f) FC will implement campaign publicity	May 2007 and ongoing through June 2007 May 2007 and ongoing through June 2007	Documentation of STDP approval, retained by FC and STDP - Documentation of publicity, including date and description of media coverage, and description of events, retained by FC and STDP - Copies of all print articles or editorials on the campaign, retained by FC and STDP
MSM Campaign Materials, Printing, Outreach, and Media Production g) FC will implement creative production, including advertising, collateral and guerilla marketing: <ul style="list-style-type: none"> - Develop and produce creative - Purchase media and sign media contracts - Traffic creative to media vendors 	Completed by 6/30/07 May 2007 (launch) and then ongoing through June 2007	1) Documentation of all campaign elements, including: <ul style="list-style-type: none"> - Date initiated and completed - Description of likely size and demographics of population reached - Full description of the placement or implementation of each element (e.g., for palm cards, the number printed, the number distributed to each agency or location,

		<p>and the number (or estimate) actually distributed to clients; for print ads, the number of ads per publication, the date and duration of each ad, etc</p> <ul style="list-style-type: none"> - Hard copies (or digital photographs of elements for which copies are impractical) of all physical campaign materials. e.g., posters, print ads, palm cards, billboards etc., including free media generated by campaign, and copies of all broadcast materials in an appropriate medium, e.g., radio ad audio tape, TV video. - Written description of all other activities, e.g., internet chat, celebrity events, etc., including number of members of target populations reached - For any website-related activities: statistical data on website usage, including hits, visits, and other relevant data - Written description of campaign-linked outreaches, including number of members of target populations reached
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		2) Copies of all media contracts and <u>invoices</u> , retained by FC and STDP
h) FC will create agreements with businesses, agencies, or other partners to support campaign elements, as needed.	Ongoing through June 2007	List of any agencies, businesses, etc. which have agreed to support campaign elements, with type of support, retained by FC and STDP Copies of letters or agreements from participating agencies or businesses, retained by FC and STDP
i) FC will monitor and report on campaign effectiveness, based on approved tracking measures	May 2007 and then monthly through June 2007	Documentation of tracking measures, retained by FC and STDP
j) FC will develop, receive approval for, and implement creative modifications, as needed, based on tracking measures	Ongoing, through June 2007	Documentation of proposed and approved modifications, retained by FC and STDP Documentation and copies of all revised media elements or plans, retained by FC and STDP

B. PROJECT MANAGEMENT

B1. FC will advise and consult with STDP and community advisory groups (CAGs) on campaign activities.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will participate in CAG and CAG work group meetings and activities, for: - WOC CAG - MSM CAG - Youth CAG (if applicable)	March 2007 and ongoing as needed through June 2007	CAG meeting attendance lists, meeting minutes or written summaries, retained by FC and STDP
b) FC will develop and/or review STDP presentations and consult on STDP communications related to social marketing efforts for DPH, Board of Supervisors, and other public or community agencies	March 2007 and ongoing as needed	Meeting or review notes, retained by FC with copies to STDP
c) FC will provide campaign updates to CAG members at meetings or electronically, as needed and requested by CAGs or STDP	Ongoing, through June 2007	Copies of updates, retained by FC and STDP

B2. FC will modify campaign elements based on evaluation and monitoring.

FC will modify campaign objectives, messages, targeted sub-populations, elements, placements, venues, etc., as needed and/or feasible to reflect or incorporate monitoring and evaluation results, subject to LAC STDP approval.	Ongoing through June 2007	Documentation of modifications, including rationale, STDP approval, revised objectives and media plan (including revised messages, targeted sub-populations, targeted geographic areas, etc.). Retained by FC and STDP.
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C. PROGRAM MONITORING AND EVALUATION

C1. FC will monitor campaign penetration and effectiveness.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will monitor marketing response, based on tracking measures, for WOC campaign	May 2007 and then monthly while advertising is running, through June 30, 2007	Documentation of tracking measure responses, retained by FC and STDP
b) FC will monitor marketing response, based on tracking measures, for MSM campaign	June 2007	Documentation of tracking measure responses, retained by FC and STDP
c) FC will develop and/or review LAC DPH presentations and consult on LAC DPH communications	March 2007 and ongoing as needed through June 2007	Meeting or review notes, retained by FC with copies to STDP
d) FC will submit Competitive Advertising Reports, to update STDP on other campaigns across the United States	March 2007 and then quarterly, through June 2007	Report submitted by FC to STDP
e) In coordination with STDP, FC will plan and conduct supplemental evaluation activities such as focus groups, as needed to address campaign problems or new conditions.	Ongoing, through June 2007	Documentation of new evaluation activities, including rationale, description of activities, and findings, retained by FC and STDP.

C2. FC will conduct quantitative evaluations of campaign effectiveness.

<u>MSM Quantitative Evaluation and Data Entry African-American and Latina Quantitative Evaluation and Data Entry</u>	<u>Completed by 4/30/07</u>	
a) FC will develop and receive approval for outcome evaluation plan, including: - outcome measures - methodology and sample sizes, with power analysis	March 2007	Documentation of approved outcome measures, retained by FC and STDP

b) FC will develop, test, and receive approval for evaluation instruments	March 2007	Copies of approved instruments, retained by FC and STDP
c) FC will conduct training for administration of evaluation instruments, if applicable	April 2007	Documentation of dates, content, and attendance of trainings, retained by FC and STDP
African-American and Latina Quantitative Evaluation and Data Entry d) FC will conduct quantitative pre-testing for WOC for campaign creative and selected outcome measures.	Completed by 4/30/07 April 2007	- Hard copies (if applicable) of evaluation responses, retained by FC and STDP - Electronic database of evaluation responses, retained by FC and STDP - Summary report of evaluation responses, retained by FC and STDP
MSM Quantitative Evaluation and Data Entry e) FC will conduct quantitative pre-testing for MSM for campaign creative and selected outcome measures.	Completed by 4/30/07 April 2007	- Hard copies (if applicable) of evaluation responses, retained by FC and STDP - Electronic database of evaluation responses, retained by FC and STDP - Summary report of evaluation responses, retained by FC and STDP

C3. FC will participate in relevant professional conferences and meetings to share LAC experience and draw on experiences from other jurisdictions.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will communicate with STDP about possible useful meetings or conferences, and assist STDP with preparation and	Ongoing June 2007	Notes on conference-related communications, documentation

submission of presentation proposals for professional conferences, and preparation and, to the extent feasible, delivery, of presentations.	of proposals submitted, and copies of presentations delivered, with description of conference (date, location, name, audience, etc.), retained by STDP
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D. CONTRACT MANAGEMENT

D1. FC will maintain accurate records of financial commitments and expenditures and inform LAC STDP of all such activities.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will submit media invoicing (LAC DPH agrees to pay amount billed within thirty (30) days of billing date. Client must notify Agency of any invoice disputes within 30 days of the invoice date or the invoice shall be considered approved as submitted.)	Ongoing through June 2007, as media invoicing is submitted to FC	Invoices submitted to STDP
b) FC will submit research and production invoicing (Fraser Communications to bill all net charges to the LAC DPH with same billing procedure as media invoices.)	Ongoing through June 2007 as work is initiated.	Invoices submitted to STDP.
c) FC will submit monthly activity and budget reports, including: <ul style="list-style-type: none"> - all campaign-related monthly expenditures - summary of all campaign activities, including activities of campaign partner agencies, publicity, CAG involvement, media placement, etc. - summary of any research activities and data - summary of campaign monitoring and outcomes - notes on problems, special circumstances, or special issues 	March 2007 and monthly on 1 st of the Month through June 2007	Reports submitted by FC to STDP, retained by STDP
d) FC will provide STDP information or project materials from any subcontractors, including advertising agencies and vendors, as needed and directed by STDP, including specific service or	March 2007 and ongoing as applicable through June 2007	Documentation of requested information, and copies of requested materials, provided by

materials costs, bids, written plans, copies of invoices or bills, or copies of campaign materials.		FC to STDP
e) FC will select, define scope of work for, and manage any needed sub-contractors, e.g., advertising agency, media placement agency, printers, outreach agency or vendor, etc., and verify completion of contracted work.	Ongoing through June 2007	Document purpose and selection process of sub-contractors. Copies of written work agreements. Documentation of verified work completion.
		Retained by FC and STDP

EXHIBIT B

Los Angeles County Department of Public Health (LAC DPH) Sexually Transmitted Disease Program (STDP) and Fraser Communications (FC)

Project Title: Health Communication Plan to Control Syphilis and Other Sexually Transmitted Diseases

Scope of Work

Effective July 1, 2007 – June 30, 2008

Goal:

In response to increased incidence of syphilis and other STDs in Los Angeles County, the Board of Supervisors has approved a two-year comprehensive strategy, including a Health Communication Plan focusing on men who have sex with men (MSM) and Women of Color (WOC) focusing on Latina and African American women, with Spanish components for both campaigns as indicated. The use of a single media vendor to coordinate multiple social marketing campaigns in two languages with substantially different populations and different areas of primary geographic focus will enable the most efficient use of resources, and the most consistent implementation and evaluation of the campaigns. A single vendor will maximize efficiency in three main ways, by 1) unifying and streamlining contract administration, including management, oversight, billing, and communications, 2) enabling maximum flexibility to assign resources where they are most needed, and 3) achieving economies of scale in formative research, materials development, media purchases, publicity efforts, and evaluation. A single vendor will maximize coordination and consistency of campaign implementation and evaluation because all campaign activities will be conducted by the same staff team, with full knowledge of all other campaign activities, and the ability to replicate and transfer ideas as needed.

Program Objectives:

The social marketing campaigns targeting MSM and WOC will seek to reduce the burden of syphilis and other STDs on these populations through increased testing, awareness, and prevention behavior.

A. PROGRAM DEVELOPMENT AND IMPLEMENTATION

A1. FC will develop program implementation timeline, protocols and procedures.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will conduct strategy meetings with STDP	Monthly through June 2008	Meeting notes and attendance lists, retained by FC with copies to STDP
b) FC will develop detailed timeline for vendor activities, including: <ul style="list-style-type: none"> - research activities - media activities - community input activities - outreach activities - publicity and free media activities - outcome evaluation activities - other key project decision or action points, as needed 	July 2007	Copy of plan and of timeline in Gantt format, retained by FC with copy to STDP

A2. FC will conduct preliminary formative research

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will meet with STDP to plan Community Advisory Group (CAG) meetings and activities, including needed assistance and reviews, exercises, Key Informant interviews with CAG members, and other related activities, for: <ul style="list-style-type: none"> - Women of Color (WOC) CAG - Men Who Have Sex with Men (MSM) CAG - Youth CAG (if applicable) 	Monthly through June 2008	Notes of meetings, retained by FC with copies to STDP
b) FC will participate in meetings of Community Advisory Group (CAG) workgroups for WOC and MSM	At intervals determined by the CAGs, likely Quarterly through June 2008	Meeting notes and attendance lists, retained by FC with copies to STDP

c) FC will mine existing secondary research for WOC and MSM	July 2007 and then monthly updates through June 2008	Written communications by FC to STDP to identify ongoing data needs and planning to acquire missing data
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A3. FC will Develop and Implement Communications Strategy – Women of Color

African-American and Latina Campaign Design, Development, and Implementation (items a thru g) African-American and Latina Campaign Materials, Printing, Outreach, and Media Production (items a thru g) <u>Implementation Activities</u>	See Details Below	Evaluation/Documentation
a) FC will submit campaign materials for review by CAG representatives	Timeline Quarterly through June 2008	Documentation of CAG review, through email communications, agendas, and meeting notes, retained by STDP
b) FC will submit all proposed campaign materials and/or activities to STDP contract monitor for review, prior to placement. Submit all Spanish versions separately.	Monthly through June 2008	Documentation of STDP approval, retained by FC and STDP
c) FC will implement creative production, including advertising, collateral and guerilla marketing: <ul style="list-style-type: none"> - Produce creative materials and elements - Purchase media and sign media contracts - Traffic creative to media vendors 	Monthly through June 2008	1) Documentation of all campaign elements, including: <ul style="list-style-type: none"> - Date initiated and completed - Description of likely size and demographics of population reached - Full description of the placement or implementation of each element (e.g., for palm cards, the number printed, the number distributed to each agency or location, and the number (or estimate) actually distributed to clients; for print ads, the number of ads per publication, the date and duration of each ad, etc

		<ul style="list-style-type: none"> - Hard copies (or digital photographs of elements for which copies are impractical) of all physical campaign materials. e.g., posters, print ads, palm cards, billboards etc., including free media generated by campaign, and copies of all broadcast materials in an appropriate medium, e.g., radio ad audio tape, TV video. - Written description of all other activities, e.g., internet chat, celebrity events, etc., including number of members of target populations reached - For any website-related activities: statistical data on website usage, including hits, visits, and other relevant data - Written description of campaign-linked outreaches, including number of members of target populations reached
d) FC will implement campaign publicity	Quarterly through Jan. 2008	<p>2) Copies of all media contracts and <u>invoices</u>, retained by FC and STDP</p> <ul style="list-style-type: none"> - Documentation of publicity, including date and description of media coverage, and description of events, retained by FC and STDP - Copies of all print articles or editorials on the campaign, retained by FC and STDP

e) FC will create agreements with businesses, agencies, or other partners to support campaign elements, as needed.	Quarterly through March 2008	List of any agencies, businesses, etc. which have agreed to support campaign elements, with type of support, retained by FC and STDP Copies of letters or agreements from participating agencies or businesses, retained by FC and STDP
f) FC will monitor and report on campaign, tracking measures	Monthly through June 2008	Documentation of tracking measures, retained by FC and STDP
g) FC will develop, receive approval for, and implement creative modifications, as needed, based on tracking measures	December 2007	<ul style="list-style-type: none"> - Documentation of proposed and approved modifications, retained by FC and STDP - Documentation and copies of all revised media elements or plans, retained by FC and STDP

A4. FC will develop and Implement Communications Strategy – MSM

MSM Campaign Design, Development and Implementation (items a thru g)	See Details Below	
MSM Campaign Materials, Printing, Outreach, and Media Production (items a thru g)		
Implementation Activities	Timeline	Evaluation/Documentation
a) FC will submit campaign materials for review by CAG representatives	Quarterly through June 2008	Documentation of CAG review, through email communications, agendas, and meeting notes, retained by STDP
b) FC will submit all proposed campaign materials and/or activities to STDP contract monitor for review, prior to placement, and will submit all Spanish versions separately.	Monthly through June 2008	Documentation of STDP approval, retained by FC and STDP

c) FC will implement campaign publicity	Quarterly through Jan. 2008	<ul style="list-style-type: none"> - Documentation of publicity, including date and description of media coverage, and description of events, retained by FC and STDP - Copies of all print articles or editorials on the campaign, retained by FC and STDP
d) FC will implement creative production, including advertising, collateral and guerilla marketing: <ul style="list-style-type: none"> - FC will develop and produce creative - FC will purchase media and sign media contracts - FC will traffic creative to media vendors 	Monthly through June 2008	<ul style="list-style-type: none"> 1) Documentation of all campaign elements, including: <ul style="list-style-type: none"> - Date initiated and completed - Description of likely size and demographics of population reached - Full description of the placement or implementation of each element (e.g., for palm cards, the number printed, the number distributed to each agency or location, and the number (or estimate) actually distributed to clients; for print ads, the number of ads per publication, the date and duration of each ad, etc - Hard copies (or digital photographs of elements for which copies are impractical) of all physical campaign materials. e.g., posters, print ads, palm cards, billboards etc., including free media generated by campaign, and copies of all broadcast materials in an appropriate medium, e.g., radio ad audio tape, TV video.

		<ul style="list-style-type: none"> - Written description of all other activities, e.g., internet chat, celebrity events, etc., including number of members of target populations reached - For any website-related activities: statistical data on website usage, including hits, visits, and other relevant data - Written description of campaign-linked outreaches, including number of members of target populations reached
	Quarterly through March 2008	<p>2) Copies of all media contracts and invoices, retained by FC and STDP</p> <p>List of any agencies, businesses, etc. which have agreed to support campaign elements, with type of support, retained by FC and STDP</p> <p>Copies of letters or agreements from participating agencies or businesses, retained by FC and STDP</p>
e) FC will create agreements with businesses, agencies, or other partners to support campaign elements, as needed.		
f) FC will monitor and report on campaign effectiveness, based on approved tracking measures	Monthly through June 2008	Documentation of tracking measures, retained by FC and STDP
g) FC will develop, receive approval for, and implement creative modifications, as needed, based on tracking measures	December 2007	<ul style="list-style-type: none"> - Documentation of proposed and approved modifications, retained by FC and STDP <p>Documentation and copies of all revised media elements or plans, retained by FC and STDP</p>

B. PROJECT MANAGEMENT

B1. FC will advise and consult with STDP and community advisory groups (CAGs) on campaign activities.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will participate in CAG and CAG work group meetings and activities, for: <ul style="list-style-type: none">- WOC CAG- MSM CAG- Youth CAG (if applicable)	July 2008 and when CAGs meet (estimated quarterly) through June 2008	CAG meeting attendance lists, meeting minutes or written summaries, retained by FC and STDP
b) FC will develop and/or review STDP presentations and consult on STDP communications related to social marketing efforts for DPH, Board of Supervisors, and other public or community agencies	July 2007 and monthly through June 2008	Meeting or review notes, retained by FC with copies to STDP
c) FC will provide campaign updates to CAG members at meetings or electronically, as needed and requested by CAGs or STDP	Quarterly through June 2008	Copies of updates, retained by FC and STDP
d) FC will hold at least two public community meetings to discuss campaign activities and results.	June, 2008	Documentation of meeting, including date, agenda, speakers, attendance, and publicity materials used.

B2.FC will modify campaign elements based on evaluation and monitoring.

African-American and Latina Campaign Design, Development, and Implementation African-American and Latina Campaign Materials, Printing, Outreach, and Media Production	Completed by 12/31/07	
	Completed by 12/31/07	
Implementation Activities	Timeline	Evaluation/Documentation
FC will modify campaign objectives, messages, targeted sub-populations, elements, placements, venues, etc., as needed and/or feasible to reflect or incorporate monitoring and evaluation results, subject to LAC STDP approval.	December 2007	Documentation of modifications, including rationale, STDP approval, revised objectives and media plan (including revised messages, targeted sub-populations, targeted geographic areas, etc.). Retained by FC and STDP.

C. PROGRAM MONITORING AND EVALUATION

C1. FC will monitor campaign penetration and effectiveness.

MSM Focus Groups (2) and Other Qualitative Research (item b and item f)	See Detail Below	
African-American and Latina Focus Groups (4) and Other Qualitative Research (item a and item f)	See Detail Below	
Implementation Activities	Timeline	Evaluation/Documentation
a) FC will monitor marketing response, based on tracking measures, for WOC campaign	Monthly through June 30, 2008	Documentation of tracking measure responses, retained by FC and STDP
b) FC will monitor marketing response, based on tracking measures, for MSM campaign	Monthly through June 30, 2008	Documentation of tracking measure responses, retained by FC and STDP
c) FC will monitor Return on Investment (ROI), based on measures provided by STDP (e.g., STD testing, cases identified	Monthly through July 2008, (as long as	Documentation of ROI measures,

and treated, and partners identified and treated, STD morbidity	campaign elements are disseminated)	retained by STDP
d) FC will develop and/or review LAC DPH presentations and consult on LAC DPH communications	Monthly through June 2008	Meeting or review notes, retained by FC with copies to STDP
e) FC will submit Competitive Advertising Reports, to update STDP on other campaigns across the United States	Quarterly, through June 2008	Report submitted by FC to STDP
f) In coordination with STDP, FC will plan and conduct supplemental evaluation activities such as focus groups, as needed to address campaign problems or new conditions.	Oct. – Dec. 2007	Documentation of new evaluation activities, including rationale, description of activities, and findings, retained by FC and STDP.

C2. FC will conduct quantitative evaluations of campaign effectiveness.

MSM Quantitative Evaluation and Data Entry (items a thru b)	Completed by 6/30/08	
African-American and Latina Quantitative Evaluation and Data Entry (items a thru b)	Completed by 6/30/08	
<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will conduct training for administration of evaluation instruments, if applicable	June 2008	Documentation of dates, content, and attendance of trainings, retained by FC and STDP
b) FC will conduct evaluation post-testing, data entry, and analysis for WOC and MSM campaigns	June 2008	Hard copies (if applicable) of evaluation responses, retained by FC and STDP - Electronic database of evaluation responses, retained by FC and STDP - Summary report of evaluation responses, retained by FC and STDP

C3. FC will participate in relevant professional conferences and meetings to share LAC experience and draw on experiences from other jurisdictions.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will communicate with STDP about possible useful meetings or conferences, and assist STDP with preparation and submission of presentation proposals for professional conferences, and preparation and, to the extent feasible, delivery, of presentations.	Monthly through June 2008	Notes on conference-related communications, documentation of proposals submitted, and copies of presentations delivered, with description of conference (date, location, name, audience, etc.), retained by STDP

D. CONTRACT MANAGEMENT

D1. FC shall maintain accurate records of financial commitments and expenditures and inform LAC STDP of all such activities.

<u>Implementation Activities</u>	<u>Timeline</u>	<u>Evaluation/Documentation</u>
a) FC will submit media invoicing (LAC DPH agrees to pay amount billed within thirty (30) days of billing date. Client must notify Agency of any invoice disputes within 30 days of the invoice date or the invoice shall be considered approved as submitted.)	Monthly through June 2008	Invoices submitted to STDP
b) FC will submit research and production invoicing (Fraser Communications to bill all net charges to the LAC DPH with same billing procedure as media invoices.)	Monthly through June 2008	Invoices submitted to STDP.

<p>c) FC will submit monthly activity and budget reports, including:</p> <ul style="list-style-type: none"> - all campaign-related monthly expenditures - summary of all campaign activities, including activities of campaign partner agencies, publicity, CAG involvement, media placement, etc. - summary of any research activities and data - summary of campaign monitoring and outcomes - notes on problems, special circumstances, or special issues 	<p>July 2007 and monthly on 1st of the Month through June 2008</p>	<p>Reports submitted by FC to STDP, retained by STDP</p>
<p>d) FC will provide STDP information or project materials from any subcontractors, including advertising agencies and vendors, as needed and directed by STDP, including specific service or materials costs, bids, written plans, copies of invoices or bills, or copies of campaign materials.</p>	<p>Monthly through June 2008</p>	<p>Documentation of requested information, and copies of requested materials, provided by FC to STDP</p>
<p>e) FC will select, define scope of work for, and manage any needed sub-contractors, e.g., advertising agency, media placement agency, printers, outreach agency or vendor, etc., and verify completion of contracted work.</p>	<p>Monthly through June 2008</p>	<p>Document purpose and selection process of sub-contractors. Copies of written work agreements. Documentation of verified work completion.</p>
<p>Retained by FC and STDP</p>		

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

SEXUALLY TRANSMITTED DISEASE

SYPHILIS AND OTHER STDs SOCIAL MARKETING CAMPAIGN

SERVICES AGREEMENT

COST REIMBURSEMENT

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DEPARTMENT OF PUBLIC HEALTH
SEXUALLY TRANSMITTED DISEASE
SYPHILIS AND OTHER STDs SOCIAL MARKETING CAMPAIGN
SERVICES AGREEMENT
ADDITIONAL PROVISIONS

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to County, Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to County, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify County in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or

conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to County's Director (hereafter collectively "County Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health' Affirmative Action Division.

At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall

include, but shall not be limited to the following:
employment, upgrading, demotion, transfer, recruitment or
recruitment advertising, layoff or termination, rates of pay
or other forms of compensation, and selection for training,
including apprenticeship. Contractor shall post in
conspicuous places in each of Contractor's facilities
providing services hereunder, positions available and open
to employees and applicants for employment, and notices
setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or
advertisements for employees placed by or on behalf of
Contractor, state that all qualified applicants shall
receive consideration for employment without regard to race,
color, religion, national origin, ethnic group
identification, ancestry, sex, age, condition of physical or
mental handicap, or sexual orientation, in accordance with
requirements of Federal and State laws.

C. Contractor shall send to each labor union or
representative of workers with which it has a collective
bargaining agreement or other contract of understanding a
notice advising the labor union or workers' representative
of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal

with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination

laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the

citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

8. CLIENT/PATIENT ELIGIBILITY: If clients/patients are

treated hereunder, client/patient eligibility for County's services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

9. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

10. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all

required information as specified on billing forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless

otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any

claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement,

or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings

applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage

of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient

ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor

by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - County, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's DPH - County no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's workpapers shall be retained

for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such

access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments

made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director

based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - County one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for

that Agreement period which ends on the termination date.
One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County DPH.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that serve as a basis for management analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the County Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of

Public Health.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures,

fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure

that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral

services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

A. Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent County's consent, shall not be paid by County.

B. Shareholders or partners, or both, of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of

this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's County Director or his/her authorized designee(s). Contractor's request to County Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by County Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to County Director, a copy of the proposed subcontract instrument. With the County Director's written approval of the subcontract instrument,

the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's Sexually Transmitted Disease Program Office, 2615 South Grand Avenue, Room 500, Los Angeles, California 90007, within thirty (30) calendar days after the effective date of subcontract.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person

more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DPH - County at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS:

Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to:

(1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from

the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory

records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact County, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to

and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier

termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's County Director. Contractor shall provide the above set forth required information to County's County Director regarding any candidate prior to any appointment. Contractor

shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or

responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

31. TERMINATION FOR INSOLVENCY: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Code or not;

B. The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

A. If, as determined in the sole judgement of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgement of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County

specifying such failure.

In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and

to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days

of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or

entertainment, or tangible gifts."

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or person under Contractor=s control performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully

binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be

deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own

County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program

(County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 46, ACONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32, ATERMINATION FOR CONTRACTOR DEFAULT@ and pursuant to County Code Chapter 2.202.

Deleted: @

48. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO

CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's DA will supply Contractor with the poster to be used.

49. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A

FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

51. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor shall agree to accept referrals from the County's Human Resources staff of qualified County employees for consideration for employment, as vacancies occur in Contractor's staff, beginning with Board approval of contract and throughout the contract term.

52. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities

they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

53. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of contract with County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or

capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed

decision prior to its presentation to the Board of Supervisors.

F. After considerations of any objections, or if no objections are submitted, a record of hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or

any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any [subcontractors/subconsultants] of County Contractors.

55. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

56. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of

solid waste deposited at County landfills, Contractor, agrees to use recycled content paper to the maximum extent possible in connecting with the services to be performed by Contractor under this Agreement.

57. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County=s ordinance entitled Contractor Employee Jury Service (AJury Service Program@) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County=s satisfaction either that Contractor is not a AContractor@ as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The

policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee=s regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above:

AContractor@ means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; Aemployee@ means any California resident who is a full time employee of Contractor; and Afull time@ shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of ninety (90) days or less

within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its Aexception status@ from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program=s definition of AContractor@ or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement

term and at its sole discretion, that Contractor demonstrate to the County=s satisfaction that Contractor either continues to remain outside of the Jury Service Program=s definition of Acontractor@ and/or that Contractor continues to qualify for an exception to the Jury Service Program. The required form, ACounty of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception,@ Exhibit C, is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to County.

(4) Contractor=s violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.@

58. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall

have no claim against County for the payment of any monies, or

reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor=s provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County=s right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

59. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. CONTRACTOR=S ACKNOWLEDGMENT OF COUNTY=S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County=s policy to encourage all Contractors to voluntarily post the County=s ASafely Surrendered Baby Law@ poster in a prominent position at the Contractor=s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor=s place of business. The County=s Department of Children and Family Services will supply the Contractor with the poster to be used.

AGREE00056PO

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SEXUALLY TRANSMITTED DISEASE PROGRAM

SCHEDULE I

STRATEGIES FOR CONTROL OF SYPHILIS, GONORRHEA, AND CHLAMYDIA IN LOS ANGELES
COUNTY
SOCIAL MARKETING PLAN - FRASER COMMUNICATIONS
YEAR 1 BUDGET

DESCRIPTION	Proposed Budget
MSM Focus Groups (6) and Other Qualitative Research	\$31,000
African-American and Latina Focus Groups (10) and Other Qualitative Research	\$45,000
MSM Quantitative Evaluation and Data Entry	\$16,586
African-American and Latina Quantitative Evaluation and Data Entry	\$26,664
MSM Campaign Design, Development and Implementation	\$45,000
African-American and Latina Campaign Design, Development, and Implementation	\$70,000
MSM Campaign Materials, Printing, Outreach, and Media Production	\$142,241
African-American and Latina Campaign Materials, Printing, Outreach, and Media Production	\$286,239
Agency Fee (12%) for media expenses	\$51,378
Micellaneous expenses	\$4,000
TOTAL BUDGET	\$718,108